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RECORDATION NO. 26154 FILED

JAN 25 '06

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SURFACE TRANSPORTATION BOARD

January 10, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423



Dear Mr. Williams:

Enclosed for recordation pursuant to the provision of 49 U.S.C. Section 11301(a) are two copies of Bill of Sale, dated January 9, 2006, a primary document as defined in the Board's Rules of the Recordation of Documents.

Name and address of the party to the enclosed documents are:

Seller: Progressive Rail Incorporated
21778 Highview Avenue
Lakeville, Minnesota 55044

Buyer: Data Sales Co., Inc.
3450 West Burnsville Parkway
Burnsville, Minnesota 55337

A description of the railroad equipment covered by the enclosed document is:

One (1) RBL Rail Boxcars bearing PGR reporting marks with road mark numbers contained within the Series 2743 as more particularly set forth in the Schedule A - Bill of Sale, attached to the document.

A short summary of the document to appear in the index follows:

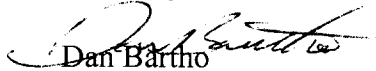
Bill of Sale

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Also, enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly, return the stamped copies of the enclosed document to the undersigned.

Sincerely

A handwritten signature in cursive script, appearing to read "Dan Bartho", is written over the printed name.

Dan Bartho
Data Sales, Co., Inc.
3450 West Burnsville Parkway
Burnsville, MN 55337

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EXHIBIT A

SURFACE TRANSPORTATION BOARD

An attachment to the Agreement of Purchase and Sale dated as of December 30, 2005 between Progressive Rail Incorporated ("Seller") and Data Sales Co., Inc. ("Buyer")

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made upon the delivery Purchase Price as defined within paragraph 3, within this document and Closing documentation executed by **Progressive Rail Incorporated**, a Minnesota corporation ("Seller"), in favor of **DATA SALES CO., INC.**, a Minnesota corporation ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into an Agreement of Purchase and Sale dated as of December 30, 2005 ("Agreement") for the sale of the described as:

<u>Car Initial</u>	<u>Car Number</u>	<u>Car Type</u>
PGR	2743	100 ton, 62 foot RBL Boxcar

and mutually agreed upon fair market value equity position Seller has positioned itself as Lessee within an Equipment Lease termination between Seller and Commerce Bank, Edina, Minnesota; Master Lease reference No. G0405271, including supporting Amendment Schedules 01, 02, 03, 04, 05 representing (52) RBL Rail Boxcars, identified and additional described for a total of (53) RBL Rail Boxcars Hereto described in Schedule A attached hereto ("Units").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Seller agrees as follows:

1. Sale of Units. Subject to the terms, conditions and covenants set forth in the Agreement, Seller does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in and to the Units.

2. DISCLAIMER OF WARRANTY. SELLER SELLS AND BUYER PURCHASES THE UNITS AS-IS AND WHERE-IS, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE UNITS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING SOLD THE UNITS PURSUANT TO THIS BILL OF SALE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE UNITS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ON ACCOUNT OF ANY MANUFACTURER'S DEFECT OR OTHER DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY UNITS; HOWEVER, SELLER DOES WARRANT THAT IT HAS GOOD TITLE TO THE UNITS AND THAT THEIR TRANSFER IS RIGHTFUL AND WITHOUT LIEN, SECURITY INTEREST OR ENCUMBRANCE ARISING BY, THROUGH OR UNDER SELLER.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

Progressive Rail Incorporated

By: 

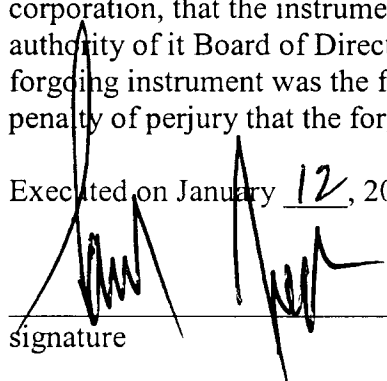
Name: Tim Eklund

Title: Vice President

CORPORATE FORM OF ACKNOWLEDGEMENT

I, Paul Breckner, certify that I am President of Data Sales Co., Inc., that this acknowledgement to the forgoing instrument is corporate seal acknowledgement of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the forgoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the forgoing is true and correct.

Executed on January 12, 2006

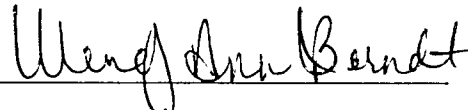

signature

State of Minnesota)
County of Dakota)ss:

On this the 12 day of January, 2006 before me personally appeared Paul Breckner, to me personally known, who being by me duly sworn, says that he is the President of Data Sales Co., Inc., that said forgoing instrument was signed and sealed of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the forgoing instrument was the free act and deed of said corporation.

"no seal"

Signature of Notary Public



My commission expires

1-31-2010

